

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER RCS-T-2017-00054		PAGE 1 OF 70 pages	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE TBD		4. ORDER NUMBER		5. SOLICITATION NUMBER DU100G-17-R-0009	
7. FOR SOLICITATION INFORMATION CALL: >		a. NAME Sara Washington		b. TELEPHONE NUMBER (No collect calls) 202-402-6651		6. SOLICITATION ISSUE DATE April 07, 2017	
9. ISSUED BY CODE		U.S. Department of Housing & Urban Development Agency 451 7 th Street, SW RM 5256 Washington, DC 20410 Attn: Office of the Chief Procurement Officer		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED		11. DELIVERY FOR FOB DESTINATION UNLESS	
				<input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS		BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				<input type="checkbox"/> 8(A) NAICS: 541110 SIZE STANDARD: \$11M		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 700) 13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE		Office of the General Counsel/GNMA 451 7 th Street, SW RM Washington, DC 20410		16. ADMINISTERED BY CODE			
				U. S. Dept. of Housing Urban Development (HUD) Office of the Chief Procurement Officer 451 7 th Street, SW, RM 5256 Washington, DC 20410-1000			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
				ARC/ASD/APB ARC/ASD/APB, Avery 3G P.O. Box 1328 Parkersburg, WV 26106-1328			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Ginnie Mae's Mortgage Backed Securities Legal Support Services. (Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES. <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER. DATED YOUR OFFER ON SOLICITATION <input type="checkbox"/> (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				Tabitha Painson-McLeod			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK
BURDEN STATEMENT

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION I - The Schedule

Contract Description

The purpose of this procurement is to provide the U.S. Department of Housing and Urban Development Government National Mortgage Association's (Ginnie Mae) Office of Capital Markets with Legal Support Services for its Mortgaged Back Securities (MBS) program. HUD intends to award multiple Indefinite Delivery/Indefinite Quantity (IDIQ) labor hour contracts.

Contract Line Item Numbers (CLIN):

ITEM DESCRIPTION	NTE HRS	NTE CEILING \$AMOUNT
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0001 MBS Legal Services Period of Performance 07/01/17-06/31/2022		
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0002 Transition in Services (90 days)		
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0003 Transition Out Services (90 days)		
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INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERING

The total amount of all orders during the period of the contract shall not exceed \$ **3,000,000.00** **for each of the intended awards.** In accordance with FAR 52.216-18. ORDERING, task orders for this contract may be issued only by the contracting agency shown in block 9, page 1 (SF-1449).

The ordering period is 07/01/17-06/31/2022

SECTION II – Description/Specifications

Performance Work Statement (PWS)

Legal Support Services for the Ginnie Mae Mortgage Backed Securities Program

Purpose

The purpose of this requirement is to obtain contractor support to provide Ginnie Mae with legal services in support of its mortgage backed securities (MBS) program. By obtaining these services, Ginnie Mae will be able to provide liquidity to the mortgage finance market and in turn will increase the affordable housing to low- and moderate income families.

1 General Information

1.1 Introduction

Ginnie Mae is seeking contractor support to provide legal services to assist with its MBS program. Services shall include document review, preparing memoranda and legal opinions, and any advice and assistance with matters relating to the mortgage-backed securities program, structured finance, and MBS securities tax law.

1.2 Background

Ginnie Mae is a wholly owned government corporation within the Department of Housing and Urban Development (HUD). Through its MBS programs, Ginnie Mae guarantees privately issued securities backed by pools of mortgages insured or guaranteed by the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), Rural Development (RD) of the U.S. Department of Agriculture (USDA), and HUD's Public and Indian Housing program (PIH). Ginnie Mae guarantees the timely payment of principal and interest on the securities. This guaranty is backed by the full faith and credit of the United States of America. HUD's Office of General Counsel (OGC) supports Ginnie Mae's programs and provides legal advice to Ginnie Mae on a broad range of matters. In addition to existing in-house expertise, OGC requires a broad range of expert legal services from outside counsel to support the Ginnie Mae MBS program. Contractors support OGC by providing legal advice on issues pertaining to Ginnie Mae's MBS program.

1.3 Constraints

The services identified in this PWS will adhere to the rules, regulations, laws, standards, and conventions identified by HUD as well as within the Federal Government. Constraints include the following:

1. Federal Acquisition Regulation

2. ABAs Model Rules of Professional Conduct,
http://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/model_rules_of_professional_conduct_table_of_contents.html
3. Ginnie Mae Mortgage Backed Securities Guide,
http://www.ginniemae.gov/issuers/program_guidelines/Pages/mbs_guide.aspx

The Contractor shall be responsible for ensuring that all attorneys under this Contract are in good standing and active members of a state, the District of Columbia, a U.S. territory, or the Commonwealth of Puerto Rico Bar.

1.4 Description of Services

Ginnie Mae is seeking contractor support to provide legal services to assist with the mortgage-backed securities program. Services shall include:

- General legal assistance and advice
 - Tax law expertise
 - Intellectual property
 - Information technology
 - Electronic commerce,
 - Banking
- Litigation support
- Document review
- Preparing legal opinions

1.5 Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services.

If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. These services shall not be used to perform work of a policy, decision making, or management nature, i.e. inherently Government functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

1.6 Period of Performance

The period of performance for this contract is a five (5) year ordering period, 07/01/17-06/31/2022.

1.7 Place of Performance

The place of performance for this contract will be at the contractor's facility. However, the performance may require travel and work performed at HUD facilities in the Washington, DC Metropolitan area work sites.

1.8 Hours of Operation

The Contractor is responsible for providing services Monday thru Friday except for Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closing, or similar Government directed facility closings. Government agencies will not be available during scheduled holidays, inclement weather, weekends, and after duty hours.

The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within the contract when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

1.9 Special Qualifications

The Contractor shall be responsible for ensuring that all attorneys under this Contract are in good standing and active members of a State, the District of Columbia, a U.S. territory, or the Commonwealth of Puerto Rico Bar.

1.10 Post Award/Kickoff Conference

The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Government intends to convene a Post Award Conference with the Contractor within ten business days after contract award. The Contracting Officer will notify the Contractor of the specific date, location, and agenda within five business days after contract award.

1.11 Status Meetings

The Contracting Officer, Government Technical Representative (GTR) and other Government personnel, as appropriate may meet periodically with the Contractor to also review Contractor performance, requirement status, etc. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance or progress of the requirement. The Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Post Award Conference and subsequent meetings may be held via teleconference.

1.12 Contractor Travel

Prior to travel, the Contractor shall coordinate with and receive Government authorization from the GTR for all travel. Reimbursement of travel costs will be in accordance with the Federal Travel Regulation and in accordance with FAR 31.205-46. The Contractor shall travel using the lower cost mode transportation commensurate with the mission requirements. When necessary to use air travel, the Contractor shall use the tourist class, economy class or similar lodging accommodations to the extent they are available and commensurate with the mission requirements. HUD will not reimburse Contractor's local travel. Local travel is defined as travel within fifty (50) miles of Washington, DC. All other travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid.

1.13 Transition In

The Contractor shall, upon the Contracting Officer's written notice, furnish Transition-In services as required. As a successor, the Contractor shall have sufficient personnel on board during the 90 day Transition-In period to ensure a smooth transition with the incumbent Contractor. The Contractor shall provide an orderly transition of work acceptance and accomplishment such that any impact to the program is minimized. During the Transition-In period, the Contractor shall become familiar with the requirements in order to commence full performance of services by the end of the contract Transition-In period. Transition-In is not required if the successor Contractor is the incumbent Contractor.

1.14 Transition Out

To minimize any decrease in productivity and to prevent possible negative impacts on additional services, the Contractor shall have sufficient personnel on board during the 90 day Transition-Out period. The incumbent Contractor shall ensure a smooth transition with the successor Contractor during the Transition-Out period, prior to completion of contractual performance.

The incumbent Contractor shall aid the successor in the development of plans, procedures, and methods for the assumption of all on going work. The Contractor shall provide an orderly transition of work acceptance and accomplishment, such that full control by the successor Contractor is achieved by the end of the new contract Transition-In period.

2 Definitions and Acronyms

2.1 Definitions

Business/Work Days - Every official work day of the week which are days between and including Monday to Friday. This does not include public holidays and weekends.

Calendar Day - Any day of the week.

Contractor - A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contracting Officer (CO) - A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.

Deliverable - Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

Government Technical Monitor (GTM) - An individual designated by the Contracting Officer to assist in providing technical direction and monitoring performance under the contract.

Government Technical Representative (GTR) - An employee of the U.S. Government appointed by the Contracting Officer to perform contract administration activities in regard to technical issues. This individual has authority to provide technical direction to the Contractor as long as direction is within the scope of the contract, does not constitute a change and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Performance Requirements Summary (PRS) - A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirements and surveillance methods to be used to determine if performance standards are met.

Performance Standard - The Contractor's performance level required by the Government.

Performance Work Statement (PWS) - A statement of work for performance based acquisitions that describe the required results in clear, specific and objective terms with measurable outcomes.

Physical Security - Actions that prevent the loss or damage of Government property.

Quality Assurance (QA) - Policies and procedures adopted by the Government to ensure that supplies and services acquired under Government contracts conform to the contracts quality requirements.

Quality Assurance Surveillance Plan (QASP) - A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

Quality Control (QC) - All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Service Contract - A contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Subcontractor - Any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, material, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor. The Government does not have privity of contract with a subcontractor.

2.2 Acronyms

AQL - Acceptable Quality Level

CFO or OCFO - Office of the Chief Financial Officer of HUD

CFR - Code of Federal Regulations

CIO or OCIO - Office of the Chief Information Officer of HUD

CO - Contracting Officer

COR - Contracting Officer Representative

CPO - Office of the Chief Procurement Officer of HUD

EST - Eastern Standard Time (U.S.)

ETC - Estimate to Completion

GAO - U.S. General Accounting Office

GTM - Government Technical Monitor

GTR - Government Technical Representative

HUD - U.S. Department of Housing and Urban Development

HUDAR - HUD Acquisition Regulation

HUD Web - HUDs Intranet Web Site and related WEB pages.

IG or OIG - Inspector General (Office of)

IT - Information Technology

MBS - Mortgage Backed Securities

OCPO - Office of the Chief Procurement Officer

OIG - Office of Inspector General

OMB - Office of Management and Budget

PL Public Law

PM - Project Manager

QA - Quality Assurance

QASP - Quality Assurance Surveillance Plan

TBD - To be determined

U.S.C - United States Code

3 Government-Furnished Property and Services

The Contractor shall ensure accurate control and accountability of all Government-Furnished Property in accordance with the terms and conditions of this contract. The Government will furnish, at no cost to the Contractor, the GFP shown below.

3.1 Government Services

No Government services will be provided.

3.2 Facilities

No facilities will be provided by the Government.

3.3 Equipment

No equipment shall be provided by the Government.

3.4 Materials

Copies of required materials may be provided to the Contractor in hard copy or soft copy. All materials will remain the property of the Government and will be returned to the GTR upon request or at the end of the contract period.

3.5 Quality Assurance (QA)

The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level.

4 Contractor-Furnished Items and Services

The Contractor shall furnish, all facilities, equipment, and supplies required to perform the work under this contract.

4.1 Facilities

The contractor shall furnish its own facilities.

4.2 Equipment

The contractor shall furnish its own equipment.

4.3 Material

The contractor shall furnish its own materials.

4.4 Contractor Responsibilities

The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period. U.S. Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports which are maintained by the Contractor remain the property of the U.S. Government. These files/results must be surrendered to the GTR.

4.5 Contractor Personnel

The Contractor shall provide a Contract/Project Manager who shall be responsible for the performance of work. An alternate shall also be designated to act in the absence of the Contract/Project Manager. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, "Key Personnel. The Contract/Project Manager and alternate shall have full authority to act on all contact matters relating to daily operations of this contract. Accordingly, at a minimum, the points of contact shall have the technical knowledge of the requirement and be in the position to actually receive assignment, guidance, and direction from the GTR, GTM and CO per HUDAR 2452.237-73, "Conduct of Work and Technical Guidance" and shall be allocated enough hours to the requirement to ensure successful performance. These points of points of contact shall each be an employee of the Contractor.

An employee of a subcontractor is not acceptable for either of these positions. The Contract/Project Manager or alternate shall be available between the hours of 8:00am to 4:30pm Monday through Friday EST, except Federal Holidays or when the Government facility is closed for administrative reasons.

4.6 Identification of Contractor Employees

All Contractor/subcontractor personnel shall wear company picture identification badges as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail, Contractor/subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees.

Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, Contractor/subcontractors occupying collocated space with their Government program customer shall identify their work space area with their name and company affiliation, or at a minimum, "Contractor" after name.

4.7 Quality Control

The Contractor shall establish and maintain a complete quality control program that shall ensure services are performed in accordance with this contract. The Contractor shall develop and implement procedures to identify, prevent, and ensure non reoccurrence of defective services.

The Contractor's quality control program is the means by which he assures himself that his work complies with the requirements of the contract.

5 Specific Tasks

5.1 Mortgage Backed Securities Legal Services

The Contractor shall provide legal services through research, written memoranda, oral advice, attendance at meetings, and such other assistance as may be requested. Specific legal services required as detailed below:

A. Mortgage-Backed Securities Program:

The Contractor shall provide general MBS assistance and advice. This includes the review, and analysis of legislative or regulatory initiatives proposed by Ginnie Mae, legal assistance on budget, appropriations, finance, and federal law questions. The Contractor shall also support Ginnie Mae at meetings, when requested. Additionally, the Contractor shall provide:

1. Advice on the product or program structures revisions or enhancements, market issues;
2. Assistance in drafting or revising guides, handbooks, promotional materials or other documents;
3. Assistance in drafting legislation, regulations and Federal Register publications as necessary;
4. Assistance with any legal issues or problems which arise in connection with the MBS program, and advice and assistance as to other matters relevant to development and implementation of new products or program changes; and
5. Assistance with litigation or administrative proceedings that arise from Ginnie Mae's MBS program, and issuer defaults and efforts to recover portfolios of defaulted issuers.

B. Tax Law

The Contractor shall provide legal advice, assistance and counsel to Ginnie Mae and OGC on tax matters that arise in connection with Ginnie Mae's MBS programs or use of Ginnie Mae MBS as collateral for multiclass securities. These matters may include preparation and issuance of legal opinions required by OGC and Ginnie Mae, review of proposed transactions or new program initiatives to advise Ginnie Mae concerning legal propriety and tax status, and provision of securities tax law advice on MBS and structured finance programs. Contractors also must have structured finance securities tax law expertise to handle the responsibilities required by the contract because legal advice provided for Ginnie Mae's MBS programs also may impact Ginnie Mae's multiclass programs.

C. Intellectual Property

The Contractor shall provide legal advice, assistance and counsel to Ginnie Mae and OGC on intellectual property issues or problems which arise in connection with Ginnie Mae's programs (MBS or Multiclass), or use of MBS as collateral for multiclass securities. These matters may involve ordered services in trademarks, copyrights, service marks, commercial names, designators, patents, and trade secrets; and advice and assistance with disputes, litigation, or administrative proceedings that arise from Ginnie Mae's programs, which may include assisting with representation of Ginnie Mae nationwide before federal and state courts and the Trademark Trial and Appeal Board, and internationally before foreign and international tribunals and courts.

D. Information Technology (IT)

The Contractor shall provide legal advice, assistance and counsel to Ginnie Mac and OGC on IT law, policy and compliance issues that arise in connection with Ginnie Mae's programs (MBS or Multiclass). Legal advice on these matters may involve acquisition (lease or purchase) and maintenance in support of computer hardware and software; information management and security; assisting with drafting and negotiating agreements; assisting with enforceable electronic agreements; protecting proprietary assets; networking and internet compliance; protecting content on mobile platforms; minimizing domestic and cross-border liability exposure; developing privacy and data protection policies and ensuring compliance with such policies; representing Ginnie Mae in connection with cross-border data issues and privacy breaches; counseling on digital rights management systems and the prevention of infringing uses of technologies; certification and accreditation issues; and hosting, trading, cryptography and other IT issues.

E. Electronic Commerce (e-commerce)

The Contractor shall provide advice, assistance and counsel in the area of e-commerce law that arise in connection with Ginnie Mae's programs (MBS or Multiclass). Legal advice on these matters may involve matters concerning electronic authentication; assisting with development and implementation of rules governing use of e-mortgage loans in the Ginnie Mae programs; document custody issues in connection with e-commerce; review of legislation, regulations and guidelines, such as the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.), the Government Paperwork Elimination Act (44 U.S.C. 3504 et IN.), and the Federal Information Security Management Act of 2002 (44 U.S.C. 3541 et sm.); and assistance with disputes, litigation or administrative proceedings.

F. Banking Law

The Contractor shall provide legal advice, assistance and counsel on banking law in connection with Ginnie Mae's MBS program or use of MBS as collateral for multiclass securities, including banking laws and regulations, the federal banking system, operations of the FDIC, Federal Reserve Board and member banks, Office of Comptroller of the Currency, Office of Thrift

Supervision, and other federal banking regulators, conservatorship, receivership, and matters related to federal recovery efforts.

A report summarizing current and pending issues shall be submitted each month.

Performance Standards

a) Standard: Provide a monthly report summarizing current and pending issues to the program office in three business days after the end of each month.

AQL: Zero deviation.

Deliverables

A001 Monthly report

5.1.1 Litigation

The Contractor shall provide legal advice, assistance and counsel to Ginnie Mae and OGC in all phases of both affirmative and defensive litigation matters and administrative proceedings in connection with (1) the MBS program, (2) new or proposed programs, or (3) the operations of Ginnie Mae. All written materials shall be submitted 5 business days before court mandated deadlines. Assistance may be needed in lawsuits or administrative proceedings to exercise Ginnie Mae's rights and remedies against MBS issuers, custodial banks, document custodians, or other interested parties, and to enforce the duties and obligations of these parties. Matters may include but are not limited to Ginnie Mae's recovery of missing custodial funds; issuers' attempts to recover advances; recovery of custodial documents; preserving Ginnie Mae's rights against third parties with alleged claims to mortgages backing MBS; bankruptcy or receivership matters; electronic discovery; and issues related to collateral backing Ginnie Mae-guaranteed MBS.

Performance Standards

a) Standard: Submit written materials 5 business days before of court mandated deadlines to the program office.

AQL: Submit written materials 2 days before of court mandated deadlines to the program office.

6 Deliverables

The Contractor shall complete all work and submit all deliverables as specified herein. The Government reserves the right to make changes to delivery dates.

Number	Name	Frequency	Quantity
A001	Monthly report	monthly	1

6.2 Acceptance Criteria

All deliverables shall be submitted in a draft format agreed upon by the Contractor and the Government. Acceptance of all deliverables shall be in writing by the GTR.

7 Performance Requirements Summary

The summary chart below lists the contract's primary requirements, the associated performance standards, the expected target performance, and the methods of surveillance. While some contract requirements may not be listed in the chart below, requirements not appearing on the PRS chart do not negate the Contractor's obligation to perform all requirements as specified in the contract. Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement, whether or not listed below, is unacceptable.

HUD will develop a Quality Assurance Surveillance Plan to be used to provide contract oversight. In conjunction with the Contractor's various methods of assessing performance, the GTR and GTM may perform on-site reviews and/or other types of verification to determine that the specified target performance requirements have been met.

Regular review of Contractor performance is critical to the overall success of the contract. On a monthly basis, the GTR will evaluate the quality of the product or services.

8 Related Documents

The Contractor shall abide by all applicable regulations, publications, manuals, policies, and procedures in the performance of this contract, such as MBS Guide and All Participant Memoranda; Multiclass Guide.

Performance Requirement Summary (PRS)

Statements	Standards/AQLs	Incentive/Remedy
5.1 Mortgage Backed Securities Legal Services	a) Provide a monthly report summarizing current and pending issues to the program office in three business days after the end of each month. AQL: Zero deviation.	a) No additional projects will be assigned until report is received.
5.1.1 Litigation	a) Submit written materials 5 business days before of court mandated deadlines to the program office. AQL: Submit written materials 2 days before of court mandated deadlines to the program office.	a) No additional projects will be assigned until report is received.

SECTION III CONTRACT CLAUSES

52.202-1 DEFINITIONS. (NOV 2013)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s)

at the website. www.oig.dhs.gov

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DHS Office of Inspector General
MAIL STOP 0305
Attn: Office of Integrity & Quality Oversight – Hotline
245 Murray Lane SW
Washington, DC 20528-0305

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (JUN 2010)

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE. (OCT 2016)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (OCT 2016)

52.212-2 EVALUATION - COMMERCIAL ITEMS. (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Evaluation factors are located in Section V – Evaluation of the Offer.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015) - ALTERNATE I (MAY 2014)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2016) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

(15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

☒ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☒ (47) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (48)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (49) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301

note).

[X] (50) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (55) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (56) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (57) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (59) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and

practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) [X] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) (Removed)

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (OCT 2010)

52. 216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates multiple awards of **IDIQ labor hour contracts for MBS Legal Services.**

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100,000.00** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of **\$3,000,000.00**;

(2) Any order for a combination of items in excess of **\$3,000,00.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **twelve months (12) after the expiration of the contract.**

52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than **10** days prior to the expiration of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30** days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the period of time set in the Schedule except that extensions pursuant to FAR 52.217-8 permit the duration to extend up to 6 months beyond the stated limit.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products. Per 46 CFR 525.1

(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 ([5 U.S.C. 552a](#)) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records. (2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

52.227-14 RIGHTS IN DATA – GENERAL. (MAY 2014)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS. (DEC 2013)

52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)

52.242-13 BANKRUPTCY. (JUL 1995)

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.245-1 GOVERNMENT PROPERTY. (APR 2012)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

2452.203-70 PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES. (FEB 2006)

2452.204-70 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS (TANGIBLE AND ELECTRONICALLY STORED INFORMATION (ESI) FORMATS. (DEC 2012)

(a) For the purposes of this clause--

Contract records means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments, formal and informal correspondence, calendars, notes, reports, memoranda, spreadsheets, tables, telephone logs, forms, survey, books, papers, photographs, drawings, machine-readable materials, and data. Contract records may be maintained as electronically stored information or as tangible materials.

Contract records may exist in either final or any interim version (e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor's premises or at off-site locations.

Electronically stored information (ESI) means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage).

ESI devices and media include, but are not be limited to:

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual email accounts of the contractor's principals, officers, and employees, including all folders contained in each email account such as "inbox," "outbox," "drafts," "sent," "trash," "archive," and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (e.g., flash drive); and
- (6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disc, microfilm, etc.).

Tangible materials means contract records that exist in a physical (i.e., non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions--

- (1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.
- (2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its "native" form to preserve metadata (i.e., creation and modification history of a document).
- (3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.
- (4) Document in writing the contractor's efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.
- (5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(2) The Contractor must assert its right to an adjustment under this clause within ____ [Contracting Officer insert period; 30 days if no other period inserted] from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause of this contract. However, nothing in this clause shall excuse the contractor from providing the records requested by the Contracting Officer.

(e) The Contractor shall include this clause in all subcontracts.

2452.208-71 REPRODUCTION OF REPORTS. (APR 1984)

In accordance with Title I of the Government Printing and Binding Regulations, printing of reports, data, or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is determined by multiplying pages times copies. A production unit is one set, size 8 1/2 by 11 inches or less, printed on one side only and in one color. All copy preparation to produce camera ready copy for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by methods employing stencils, masters, and plates which are to be used in single unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 10 3/4 by 14 1/4 inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproducibles (camera ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data, or other written materials.

2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)

2452.211-70 EFFECTIVE DATE AND CONTRACT PERIOD. ALTERNATE I (FEB 2006)

(a) This contract shall be effective on TBD.

- (b) The contractor shall complete all work including all deliveries by TBD.
- (c) Delivery dates for specific services and deliverables shall be as set forth in the Schedule.

2452.216-76 MINIMUM AND MAXIMUM QUANTITIES AND AMOUNTS FOR ORDER. (DEC 2012)

- (a) The minimum quantity or amount to be ordered under this contract shall not be less than **\$100,000.00.**
- (b) The maximum quantity or amount to be ordered under this contract shall not exceed **\$3,000,000.00.**

2452.216-78 ORDERING PROCEDURES. (FEB 2006) - ALTERNATE II (FEB 2006)

(a) Orders issued under this contract may be placed in writing **via the HUD OCPO Contracting Officer.**

(b) This contract provides for the issuance of task orders on a negotiated basis as follows:

- (1) The Contracting Officer will provide the contractor(s) with a statement of work or task description. The contractor(s) shall provide pricing and other information requested by the Contracting Officer (e.g., proposed staffing, plan for completing the task, etc.) within the time period specified by the Contracting Officer. Failure by any contractor to provide all the requested information on time may result in the contractor not being considered or selected for issuance of the order.
- (2) The Contracting Officer may require the contractor(s) to present and/or discuss (see (3) below) the proposed task order terms orally. The Contracting Officer will provide the contractor(s) with guidance on the format, location, and duration of any presentations.
- (3) The Contracting Officer may discuss the proposed task order terms with the contractor(s) to ensure mutual understanding of the contractor(s)'s technical approach and/or costs or price and/or to reach mutually acceptable final terms for the task order. If more than one contractor is being considered for the task order, any discussions will be held individually with each contractor.
- (4) The task order shall be executed by the contractor and the Contracting Officer.

2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (FEB 2006)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract meets all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and any implementing regulations of the Department. The contractor shall be responsible for ascertaining the specific accessibility needs (e.g., sign language interpreters) for each meeting, conference, or seminar in

light of the known or anticipated attendees.

2452.227-70 GOVERNMENT INFORMATION. (DEC 2012)

(a) *Definitions.* As used in this clause,

"Government information" includes--

Contractor-acquired information, which means information acquired or otherwise collected by the Contractor on behalf of the Government in the context of the Contractor's duties under the contract.

Government-furnished information (GFI), which means information in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFI also includes contractor-acquired information if the contractor-acquired information is a deliverable under the contract and is for continued use under the contract. Otherwise, GFI does not include information that is created by the Contractor and delivered to the Government in accordance with the requirements of the work statement or specifications of the contract. The type, quantity, quality, and delivery requirements of such deliverable information are set forth elsewhere in the contract schedule.

(b) *Information Management and Information Security.*

(1) The Contractor shall manage, account for, and secure all Government information provided or acquired by the contractor. The Contractor shall be responsible for all Government information provided to its subcontractors. The Contractor agrees to include a requirement in each subcontract under this contract that flows down the protection from disclosure requirements.

(2) The Contractor's responsibility for Government information extends from the initial provision or acquisition and receipt of information, through stewardship, custody, and use until returned to, or otherwise disposed of, as directed by the Contracting Officer. This requirement applies to all Government information under the Contractor's accountability, stewardship, possession or control, including its subcontractors.

(c) *Use of Government information.*

(1) The Contractor shall not use any information provided or acquired under this contract for any purpose other than in the performance of this contract.

(2) The Contractor shall not modify or alter the Government information, unless authorized in writing, in advance, by the Contracting Officer.

(d) *Government-furnished information.*

(1) The Government shall deliver to the Contractor the information described below-

<u>Description</u>	<u>Date to be Provided</u>
TBD (at task order level)	Within 15 days after contract award

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished information will be suitable for contract performance and will be delivered to the Contractor by the dates stated in paragraph (d)(1) of this clause.

(i) The Government does not warrant the validity or accuracy of the Government-furnished information unless otherwise noted.

(ii) In the event that information received by the Contractor is not in a condition suitable for its intended use, the Contractor shall immediately notify the Contracting Officer in writing. Upon receipt of the Contractor's notification, the Contracting Officer shall advise the Contractor on a course of action to remedy the problem.

(iii) If either the failure of the Government to provide information to the Contractor by the dates shown in this clause or the remedial action taken under this clause to correct defective information causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall consider an equitable adjustment to the contract. The Contractor shall provide to the Contracting Officer its written statement describing the general nature and amount of the equitable adjustment proposal within 30 days after the remedial action described in paragraph (ii) herein is completed, or within 30 days after the date upon which the Government failed to provide information, unless the Contracting Officer extends this period.

(3)(i) The Contracting Officer may, by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished information under this contract;

(B) Substitute other Government-furnished information for the information previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use the information.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Rights in information.* Government information is the property of the U.S. Government unless otherwise specifically identified. The specific rights in any other information acquired or created by the Contractor under this contract shall be as expressed in the "Rights in Data" clause contained in this contract.

(f) *Government access to information.* The Government shall have the right to access any Government information maintained by the contractor and any subcontractors. The Contractor shall provide the Contracting Officer, and other duly authorized Government representatives, with access to all Government information, including access to the Contractor's facilities, as necessary, promptly upon written notification by the Contracting Officer. Such notification may be by electronic mail.

(g) *Contractor liability for Government information.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage, or destruction to the Government information furnished or acquired under this contract, except when the loss, theft, damage, or destruction is the result of the Contractor's failure to properly manage, account for, and safeguard the information in accordance with this clause.

(2) In the event of any loss, theft, damage, or destruction of Government information, the Contractor shall immediately take all reasonable actions necessary to protect the Government information from further loss, theft, damage, or destruction.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage, or destruction of Government information.

(h) *Information alteration and disposal.* Except as otherwise provided for in this contract, the Contractor shall not alter, destroy, or otherwise dispose of any Government information unless expressly directed by the Contracting Officer to do so.

(i) *Return of Government information to the Government.*

(1) The Government may require the Contractor to return Government Information to the Government at any time. Upon demand by the Contracting Officer or his/her representative, the Contractor shall return all Government information to the Government as directed by the Contracting Officer or other individual designated by the Contracting Officer.

(2) The Contractor's failure to return all information as directed, including directions regarding the time frames for delivery back to the Government and directions prescribing the form in which the data must be returned, shall be considered a breach of contract, and the Government shall have the right to physically remove the Government information from the Contractor, including removal of such information from the Contractor's physical premises and from any electronic media (e.g., Contractor's computer systems).

(3) When required to return Government information to the Government, the Contractor shall do so at no cost to the Government. The Government shall not be responsible for the cost of data format conversion and the cost of delivery, if any.

(4) The Contractor shall ensure that all Government information provided to subcontractors is returned to the Government.

(j) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished information.

(2) Delivery of Government-furnished information in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished information.

(4) Failure to correct or replace Government information for which the Government is responsible.

(k) *Subcontracts*. The Contractor shall ensure that all subcontracts under which Government information is provided to a subcontractor include the basic terms and conditions set forth in paragraphs (a), (b), (c), (f), and (h) of this clause in each subcontract. Subcontracts shall clearly describe the Government information provided to the subcontractor. The Contractor shall be responsible for all Government information provided to subcontractors.

**2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
ALT II. (DEV II MAY 2015)**

(b) Submission of Invoices.

(1) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at URL:

<https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm>

in accordance with the instructions on the Web site. To constitute a proper invoice, the invoice must

include all items required by the FAR clause at 52.232-25, "Prompt Payment."

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF-33, or block 25 of the SF-1449).

2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS. (FEB 2006)

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to Keith Surber, Chief Procurement Officer, US Department of Housing and Urban Development, 451 7th Street S.W., Washington DC 20410, not later than **10 days** after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

2452.237-70 KEY PERSONNEL. (FEB 2006)

(a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows:

[List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]

KEY PERSONNEL NAME	TITLE / POSITION	TASKS	Percentage of Effort, # of Hours
	Contract/Project Manager		
	Alternate Contract/Project Manager		
	Senior Partner		
	Senior Associate/Of Counsel		

2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE. (MAR 2016)

2452.237-75 ACCESS TO HUD FACILITIES. (DEC 2012)

2452.239-70 ACCESS TO HUD SYSTEMS. (DEC 2012)

2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY. (FEB 2006)

(a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

[product description, part/catalog number, other identifier, and serial number, if any]

"This product has been scanned for known viruses using *[name of virus-screening product, including version number, if any]* and is certified to be free of known viruses at the time of delivery."

(c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

2452.246-70 INSPECTION AND ACCEPTANCE. (FEB 2006)

2452.251-70 CONTRACTOR EMPLOYEE TRAVEL. (OCT 1999)

AS-1302 POSTAWARD CONFERENCE

The contractor shall be required to attend a post-award conference. The conference will be held at [TBD]. The Contracting Officer or designee will notify the contractor of the date and time of the conference.

AGREEMENT REGARDING INCREMENTAL FUNDING

HUD may incrementally fund this contract on a unilateral basis as described within FAR subparts 32.703-1 and 32.703-2. As such, FAR clause 52.232-18 entitled “Availability of Funds” is hereby included within this contract by reference.

SECTION IV – LIST OF ATTACHMENTS (See Pages 63-70)

Attachment 1 – Past Performance Information Chart

Attachment 2 – Past Performance Survey

Attachment 3 – Sample Price Breakdown Worksheet

SECTION V- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDER

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS. (APR 2016)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (OCT 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [☐] has not [☐], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2014)

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

SECTION V Cont'd - SOLICITATION PROVISIONS

QUESTIONS FROM OFFERORS CONCERNING THE SOLICITATION

Offerors may submit questions, concerns, or request clarification of any aspect of this solicitation via electronic mail to **Tabitha.Painson-McLeod@Hud.gov**. The Offeror must include the company name in the subject line of the email. The question (s) should include the page number and paragraph number or identifier, which pertains to the Offeror's question. Questions received without this information may not be answered. It is requested that all questions be received by **12:00Noon Eastern Standard Time (EST) on April 21, 2017** to allow the Government adequate time to prepare and issue responses, so that Offerors can use the information to prepare their proposals. The Government will no longer accept any questions after **12Noon EST on April 21, 2017**. Comments and questions must reference **REQUEST FOR PROPOSAL DU100G-17-R-0009**. Acknowledgment of receipt of questions will not be made.

INSTRUCTIONS FOR SUBMISSION OF OFFERS

PROPOSAL SUBMISSION

Proposals must be submitted via **Hard Copy: [3] copies of Part I (Technical Proposal)** with Technical Approach, Key Personnel, Past Performance, Management Plan **[3] copies of Part II (Cost/Price Proposal)** no later than **May 8, 2017 at 12:00NOON Eastern Standard Time (EST)** to the following address:

**U. S. Dept. of Housing Urban Development (HUD)
Office of the Chief Procurement Officer (OCPO)
451 7th Street, SW Room 5256
Washington, DC 20410
Attn: Tabitha Painson-McLeod**

MODIFICATIONS

Modifications, amendments, or withdrawal of proposals and other written non-electronic communications should be sent to the above address before the closing day and time. Telegraphic offers shall not be considered.

Offerors must comply with the detailed instructions for the format and content of the proposal. Proposals that do not comply with the detailed instruction for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

GENERAL INFORMATION REQUIRED TO PREPARE OFFERS:

For Proposal purposes, the estimated effective date of the labor hour multiple award IDIQ is 07/01/17-06/31/2022.

The proposal shall consist of a written proposal. The written proposal shall be prepared and submitted in the format and content in accordance with the instructions herein. Offerors must respond to all requirements of the solicitation with no additions or deletions. All required fill-ins must be completed. Non-conformance with the solicitation requirements may render the offer non-responsive, and the Offeror may be ineligible for award.

An Offeror's proposal is presumed to represent their best effort to respond to the solicitation. Offerors are reminded that offers containing exceptions to the solicitation may render the offer non-responsive, and the Offeror may be ineligible for award.

Offerors must provide comprehensive information on all pertinent aspects of the effort being offered to enable the Government to evaluate the Offeror's understanding of, and capability to meet, all the stated requirements covered in the Performance Work Statement (PWS). The Offeror shall provide sufficient detail to substantiate the validity of all stated claims. Further, the Offeror shall indicate that it shall comply with each requirement of the solicitation and shall explain how compliance will be achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal will be evaluated in the context of being representative of the Offeror's capabilities. Responses must adequately address specific solicitation requirements and be responsive to the terms and conditions of the solicitation. The Government also reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to task order award and to allow for Offerors to revise their offers accordingly.

52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award multiple labor hour IDIQ contracts resulting from this proposal to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. "Factors" shall include all of those evaluation factors that are described in the RFP.

As part of the proposal submission, offerors shall submit a Proposal Matrix **using the table below or similar format**, which maps what page of the proposal addresses each Performance Work Statement requirement identified under Technical Approach, and which page of the proposal fully addresses each Evaluation Factor. The offeror shall use the appropriate column to fill in the requirement as stipulated in the RFP to which the page/section number applies.

Proposal Page(s)/Section Number(s)	RFP Requirement	Statement of Work/PWS	Section L or Instructions to Offerors	Section M or Evaluation Factors	Comments

TECHNICAL APPROACH (Shall not exceed 20 pages)

- The offeror shall submit a technical approach that demonstrates logical and feasible methods for meeting the requirements described in the Performance Work Statement 5.1 through 5.1.1 and meeting the performance objectives outlined within the solicitation.
- The offeror shall submit a project schedule that demonstrates a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks.
- Labor mix and level of effort (labor categories). Offerors are cautioned not to include pricing in the labor mix/level of effort matrix submitted with the technical proposal.

MANAGEMENT PLAN (Shall not exceed 10 pages)

- The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained within the Statement of Work tasks identified under the instructions for Technical Approach.
- The offeror shall submit a Management Plan that details:
 - key personnel and responsibilities;
 - proposed subcontracting arrangements and reporting relationships of all subcontractors;
 - a plan that demonstrates successful communication and coordination between the contractor and the government personnel/roles;
 - schedules of all tasks and subtasks, meetings, and deliverables;
 - clear lines of authority from the top of the organization to all those working on this effort;
- The offeror shall submit the conflict of interest resolution plan with the initial offer that clearly identifies how the offeror plans to address a situation where representation of the Government creates a conflict of interest that is not consentable. Specifically, Offerors must submit a plan proposing how they will accomplish assignments under this contract that create a conflict of interest for the law firm. This plan should not assume that the Government will exercise its Option to Increase/Decrease the Assignments.

PAST PERFORMANCE

The offeror shall submit the following information/documents:

- A completed chart providing the information required by the Past Performance Information chart in Attachment 1. The chart shall reflect **all** relevant past performance performed in the **three (3) year** period immediately preceding submission of the proposal and all work currently being performed. If the offeror has more than 5 relevant past performance references, then the offeror shall provide the most recent 5 references. As an attachment to the chart, the offeror shall provide a narrative describing the past

performance references that reflect the most relevance to the services being obtained under the contract to be awarded. The narrative shall clearly establish the relevancy of the past performance to the current requirements. (Narratives shall not exceed 1 page per reference.)

- If the offeror is proposing to subcontract (or use joint ventures/ partners, or other entities other than the prime contractor to perform) more than 20% of the contract value, the offeror shall submit a separate chart and narrative described for past performance above, for the proposed subcontractor(s).
- The contractor shall provide the survey contained in Attachment 2 to each past performance reference in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals. Offerors are not required to submit surveys for references where past performance is available in the Past Performance Information Retrieval System.
- If past performance for the offering firm does not exist, the Offeror may substitute past performance of key personnel that will be performing major aspects of the work under any resulting contract. If the Offeror chooses to make such a substitution, the offeror must clearly identify the substituted key personnel by name and title proposed. Only the past performance of Key Personnel overseeing the entirety of the proposed project will be considered in substitution for the firm's past performance under this factor. The contractor shall provide the survey contained in Attachment 2 to each past performance reference with first-hand knowledge of the performance of the substituted Key Personnel in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals.
- The Offeror shall provide a narrative describing its relevant experience and the number of years providing such services. Describe any specialized expertise and capabilities, including those provided by teaming partners or subcontractors that may enhance the Offeror's ability to meet or exceed the work requirements.
- The Offeror shall describe experience performing legal services for private firms and public sector agencies on mortgage-backed securities and Multiclass programs, including the development and implementation of new programs.
- The Offeror shall describe experience representing parties in administrative or judicial tribunals on matters involving mortgage-backed securities, structured finance, or other complex financial or securities matters.
- The Offeror shall describe experience providing securities tax law advice on mortgage-backed securities and structured finance programs. Offerors should have specialized securities tax expertise to handle the responsibilities listed in the Statement of Work.

KEY PERSONNEL (Resume shall not exceed 2 pages per person submitted)

The offeror shall submit Key Personnel resumes that demonstrate sufficient relevant prior experience, qualifications, education, and certification for personnel proposed to fill the key positions identified by the offeror. Additionally, the Key Personnel proposed and the number identified must reflect adequate capabilities or skill sets to ensure the outcome and benefits sought by the government are achievable.

Specific Key Personnel requirements are as follows:

- Ability to perform the tasks required in the Performance Work Statement, as reflected in their experience in the last three years representing private firms and public sector agencies in matters substantially similar to those identified in the Performance Work Statement.
- All Key Personnel must be attorneys in good standing with the bar of at least one jurisdiction. The Offeror shall provide resumes for all proposed key personnel with the names, position descriptions, and information to support the qualifications, including relevant experience in the last three years and any relevant specialized education such as a LL.M in tax law. Include names of employers and dates of employment.
- The Offeror shall also provide a narrative that will describe how the skills, knowledge, training, and experience of these persons relate specifically to the work to be undertaken, as described in the Statement of Work, and the specific effort to be contributed by key personnel under the contract. The Offeror shall provide adequate information to demonstrate the ability to manage and oversee the work to be performed to ensure quality of performance.

SOCIOECONOMIC PARTICIPATION

- (1) Performance of the Work. HUD is committed to awarding HUD contracts to offerors that will perform a majority of the total cost of labor under the contract. While it is understood that certain costs are necessarily subcontracted, especially non-labor items, HUD is focused on obtaining prime contractors who are responsible and capable of performing a large part of the labor required to perform the contract (as opposed to firms who subcontract substantial portions of the labor effort), while simultaneously focusing on achieving socioeconomic goals for small business participation as well. To achieve this objective, all offerors shall complete the following table to reflect what percentage and dollar value of the total cost of labor the offeror and all subcontractors/teaming partners will perform throughout the contract term:

Prime's Business Size	<div> <div>Large</div> <div>Small</div> <div> <input type="checkbox"/> <input type="checkbox"/> </div> </div>	Prime's Socio-economic Status For This Acquisition – Include All That Apply	<div> <div>SDB</div> <div>SDVOSB</div> <div>WOSB</div> <div>HUBZone</div> <div> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> </div>
Percent of Total Cost of Labor Performed by Prime	%	Dollar Value of Total Cost of Labor Performed By Prime	\$
Percentage of Total Cost of Labor Subcontracted	%	Dollar Value of Total Cost of Labor ¹ Subcontracted	\$
	100%		
Subcontractor/Teaming Partner	Socio-Economic Category ²	Percent of Total Cost of Labor to be Performed	Dollar Value of Cost of Labor to be Performed

Total			

1 To calculate total costs of subcontracted labor, such labor costs shall be calculated based upon excluding cost of overhead and G&A of the prime contractor; subcontractor labor may include fully burdened rates of the subcontractor. Exceptions would be for acquisitions utilizing contractual fully burdened labor rates (e.g. GSA Schedules or GWACs).

2 Socioeconomic categories includes Large Business (LB), Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Service Disabled Veteran-owned Small Business (SDVOSB), and Historically Underutilized Business Zone (HUBZone); identify all that apply to individual firms. For example, one firm could potentially be an SDB, SDVOSB, WOSB, and HubZone small business.

(2) Letters of Commitment. HUD is also interested in ensuring that offerors have strong commitments from their teaming partners. As such, all offerors shall submit letters of commitment from all businesses they intend to subcontract/team with who will provide more than 10% of the total cost of labor during performance of the contract. All letters of commitment shall include the following information:

- (i) – Reference the solicitation number;
- (ii) – Clearly state that the commitment is for support as a subcontractor on any contract/order awarded;
- (iii) – Identify the work or professional service disciplines to be provided through subcontracting;
- (iv) – Identify the period covered by the commitment (e.g. contract base period and all options or other agreement);
- (v) – Identify any key personnel to provide support under the subcontract;
- (vi) – Provide a general description of the subcontractor's capacity to support proposed task(s) with a specific statement regarding capacity limits;
- (vii) – Identify specific terms and conditions governing the commitment; and
- (viii) - Reference any prior relationship with the offeror that would indicate the potential for successful performance.

(3) Socio-Economic Goals. Consistent with the intent of the Small Business Act, HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in HUD's procurement programs. To reinforce its commitment, HUD established socioeconomic subcontracting participation goals as stated below.

(i) HUD Small Business Subcontracting Participation Goals:

Small Business – [39.00%]

(ii) Within that total, the following subordinate goals apply:

- (A) Small Disadvantaged Business – [5.00%
- (B) Women-Owned Small Business – [5.00%]
- (C) Service-Disabled Veteran-Owned Small Business – [3.00%]
- (D) HUBZone Small Business – [3.00%]

PRICE

Offerors shall submit a Cost/Price Proposal that includes pricing for the five (5) year ordering period, to include the dollar amounts for each labor category in accordance with Attachment 3 **Sample Price Breakdown Worksheet on page 69-70**. The cost/price proposal shall include labor rates for and the proposed labor category descriptions, as indicated in **Attachment 3 Sample Price Breakdown Worksheet on page 69-70**.

EVALUATION FACTORS FOR BEST VALUE TRADE OFF ACQUISITIONS

TECHNICAL APPROACH

- The government will evaluate the following regarding the proposed Technical Approach:
 - How well the proposal demonstrates logical and feasible methods for meeting the requirements described in Performance Work Statement 5.1 through 5.1.1 and meeting the performance objectives outlined within the solicitation;
 - How well the project schedule demonstrates:
 - a clear understanding of the required operations and HUD requirements; and
 - realistic timeframes for performing the PWS/SOW tasks and associated deliverables identified in the Instructions to Offerors; and
- How well the proposed labor mix is based upon reasonable assumptions and is consistent with the requirements set forth in the Performance Work Statement and the proposed technical approach.

MANAGEMENT PLAN

- The government will evaluate the following regarding the proposed Management Plan:
 - How well the proposal supports the achievement of the Government's objectives and requirements outlined in the solicitation regarding:
 - Key Personnel and responsibilities;
 - subcontracting arrangements and reporting relationships of all subcontractors;
 - successful communication and coordination between the contractor and the government personnel/roles;
 - clear lines of authority from the top of the organization to all those working on this effort
 - schedules of all tasks and subtasks, meetings, and deliverables.
- The government will evaluate the conflict of interest resolution plan based on how the offeror proposes to structure the work as to remove or ameliorate all actual or potential conflicts of interest.

PAST PERFORMANCE

In evaluating Past Performance, HUD will address four components – recency, relevancy, quality, and sufficiency. This factor's primary emphasis is to assess the past performance of the proposed prime contractor (or in the case of joint ventures or some other teaming arrangement, the primary member of the team) or that of substituted key personnel. However, if significant subcontracting/use of other teaming arrangements is anticipated, the past performance history of the proposed subcontractors/other team members must also be evaluated.

- All references will be first assessed for recency and HUD will consider only references performed within the three years immediately prior to submission of the proposal;
- Of those determined to be recent, HUD will assess the degree of similarity in scope, value and magnitude the past performance efforts submitted have to the solicitation requirements to determine relevancy;
- HUD will then assess relevant past performance efforts for quality;
- HUD's overall assessment will be based upon sufficiency of high quality past performance and risk of nonperformance.

The final rating under this factor will encompass the totality of the information provided, including completeness, relevancy, and the depth, breadth, and quality of only relevant past performance for the proposed prime contractor and proposed subcontractor/team members or substituted key personnel. The final rating will range from Excellent (High Confidence) to Unacceptable (Low Confidence). Offerors that have addressed the factor and have no relevant past performance history by the prime, any subcontractors/team members, or substituted key personnel will be rated as Neutral (Unknown Confidence). Offerors that fail to address the factor will be determined to have not complied with the solicitation requirements and will receive the lowest possible rating.

HUD is not restricted to evaluating the information provided by the offeror or the surveys provided by references and may utilize information obtained from any source. HUD will obtain additional information from the Government's Past Performance Information Retrieval System (PPIRS), if available.

KEY PERSONNEL

- The government will evaluate the following regarding the proposed Key Personnel:
 - How well the resumes demonstrate relevant prior experience, qualifications, education, and certification, if applicable, for personnel proposed to fill the key positions identified in the solicitation;
 - How well the number of key personnel identified reflect a clear understanding of the requirement described in the Performance Work Statement; and
 - Whether letters of commitment were submitted and are acceptable.

SOCIOECONOMIC PARTICIPATION

The government will evaluate this factor as follows:

(1) Offerors who propose to perform more than 50% of the total cost of labor with prime contractor workforce will be considered acceptable and will then be evaluated under element (2). Offerors proposing to subcontract 50% or more of the total cost of labor will be considered unacceptable and will not be evaluated further.

(2) Offerors who submit letters of commitment compliant with the requirements associated with this factor in the instructions to offerors will be considered acceptable and will then be evaluated under element (3). Offerors who fail to provide commitment letters in accordance with the instructions will be considered unacceptable and will not be evaluated further.

(3) Offerors proposing the greatest small business participation will receive higher ratings than those who propose less:

Small business offerors that propose to perform greater than 90% of the cost of labor with their own staff will receive an excellent rating for this factor. Small businesses that also qualify in socioeconomic categories of HubZone or SDVOSB will receive greater credit than other equally rated small businesses.

Small business offerors that are performing 51-90% of the cost of labor with their own staff, and at least 75% of the subcontracted work goes to other small businesses, will receive a good rating. Small businesses that also qualify in socioeconomic categories of HubZone or SDVOSB will receive greater credit than other equally rated small businesses.

Small business offerors that are performing 51-90% of the cost of labor with their own staff, and less than 75% of the subcontracted work goes to other small businesses, will receive a fair rating. Small businesses that also qualify in socioeconomic categories of HubZone or SDVOSB will receive greater credit than other equally rated small businesses.

Offerors that are other than small that are subcontracting 40-49% of the cost of labor to small businesses will receive a fair rating. Other-than-small offerors that propose to exceed the HUD subcontracting goals in the socioeconomic categories of HubZone or SDVOSB will receive greater credit than other equally rated other-than-small offerors.

Offerors that are other than small that are subcontracting less than 40% of the cost of labor to small businesses will receive a marginal rating. Other-than-small offerors that propose to exceed the HUD subcontracting goals in the socioeconomic categories of HubZone or SDVOSB will receive greater credit than other equally rated other-than-small offerors.

PRICE

Price will be evaluated separately from Technical and other non-cost/price factors, and will be evaluated as follows:

The Government will evaluate offers for award purposes by evaluating the cost for the five (5) year ordering period. ***For purposes of evaluating the potential 6-month extension of services option using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract. This addition is for evaluation purposes only.***

Offerors shall submit a Cost/Price Proposal that includes pricing for the five (5) year ordering period, to include the dollar amounts for each labor category in accordance with Attachment 3 **Sample Price Breakdown Worksheet on page 69-70**. The cost/price proposal shall include labor rates for and the proposed labor category descriptions, as indicated in **Attachment 3 Sample Price Breakdown Worksheet on page 69-70**.

An offer that is materially unbalanced as defined in FAR Part 15.404-1(g) may be rejected as being unacceptable.

Reasonableness. The Government will evaluate the reasonableness of proposed cost and target ceilings for the 5 year ordering period by assessing the acceptability of the Offeror's methodology used in developing the cost estimates. For the cost to be reasonable, in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Reasonableness takes into account the context of a given source selection, including current market conditions and other factors that affect the ability of an Offeror to perform the contract requirements.

Completeness. Cost proposals will be evaluated for completeness by assessing the appropriateness of the proposed costs to the contract requirements, by assessing the level of detail of the offeror-provided cost data for all requirements in the performance work statement, and assessing the traceability of estimates. For the cost data to be complete, the offeror, or its subcontractors, must provide all the data necessary to support the offer. The amount of data needed may vary depending upon the requirements.

BEST VALUE AWARD

- The government will use a best value trade off process; thus the Government may award to other than the lowest priced offeror or other than the offeror with the highest rated technical proposal. Each offeror's total evaluated price will be traded off against the offeror's technical portion of the proposal, to determine the overall best value to the Government, if needed. The best value is represented by the most advantageous offer, price and non-price factors considered.
- The following factors will be used by the Government to evaluate proposals in descending order of importance:

- Technical Approach, reflecting the experience in structured finance market;
 - Key Personnel;
 - Past Performance;
 - Management Plan;
 - Socioeconomic Participation; and
 - Price/Cost
- All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, as the offerors become more equal in technical merit, the importance of price to the evaluation decision will increase. The Government shall make award to the offeror who represents the overall best value to the Government.

PAST PERFORMANCE INFORMATION (relevant services performed in the 3 years prior to submission of proposal)

[illegible]

* If performance was as a subcontractor, this will be the name of the prime contractor.

PAST PERFORMANCE SURVEY

This past performance survey is to be completed on the designated contractor or key personnel as designated below:

PAST PERFORMANCE PROJECT IDENTIFICATION (To be filled out by the Offeror):

CONTRACTOR OR KEY PERSONNEL NAME:	Click here to enter text.
CONTRACT or ORDER NUMBER:	Click here to enter text.
PROJECT TITLE:	Click here to enter text.
TOTAL PERIOD OF PERFORMANCE, INCLUDING OPTIONS	Click here to enter text.

PAST PERFORMANCE REFERENCE INFORMATION (To be filled out by the Reference):

NAME:	Click here to enter text.
TITLE:	Click here to enter text.
AGENCY or CUSTOMER:	Click here to enter text.
PHONE:	Click here to enter text.
E-MAIL	Click here to enter text.

The Department of Housing and Urban Development (HUD) is procuring the services described in the box below. You have been selected by the contractor or key personnel identified above to provide past performance information to HUD to be used in evaluating the offeror's proposal for this acquisition. Thank you for your input.

Summarize the services acquired here.

If this past performance survey is related to key personnel, please summarize the level of interface you had with the designated key personnel throughout the life of the project you oversaw.

For each of the Five (5) criteria listed below, the rater must choose One (1) Adjectival Rating by checking the box, as applicable. At a minimum, for any rating that is checked Marginal or Unsatisfactory, please submit additional comments to substantiate the rating. If Cost Control is N/A, Please explain why.

1. QUALITY OF SERVICE

RATING	Adjectival Rating	Definition
<input type="checkbox"/>	Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
<input type="checkbox"/>	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
<input type="checkbox"/>	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
<input type="checkbox"/>	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
<input type="checkbox"/>	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.

ADDITIONAL COMMENTS:

[Click here to enter text.](#)

2. SCHEDULE

RATING	Adjectival Rating	Definition
<input type="checkbox"/>	Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
<input type="checkbox"/>	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
<input type="checkbox"/>	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
<input type="checkbox"/>	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
<input type="checkbox"/>	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.

ADDITIONAL COMMENTS:

Click here to enter text.

3. COST CONTROL

RATING	Adjectival Rating	Definition
<input type="checkbox"/>	Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
<input type="checkbox"/>	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
<input type="checkbox"/>	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
<input type="checkbox"/>	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
<input type="checkbox"/>	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.
<input type="checkbox"/>	Not Applicable	

ADDITIONAL COMMENTS:

Click here to enter text.

4. BUSINESS RELATIONS

RATING	Adjectival Rating	Definition
<input type="checkbox"/>	Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
<input type="checkbox"/>	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
		Performance meets contractual requirements. The element being assessed contains some

<input type="checkbox"/>	Satisfactory	minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
<input type="checkbox"/>	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
<input type="checkbox"/>	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.

ADDITIONAL COMMENTS:

[Click here to enter text.](#)

5. MANAGEMENT OF KEY PERSONNEL

RATING	Adjectival Rating	Definition
<input type="checkbox"/>	Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor/Key Personnel were highly effective
<input type="checkbox"/>	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor/Key Personnel were effective
<input type="checkbox"/>	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor/Key Personnel appear or were satisfactory
<input type="checkbox"/>	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor/Key Personnel has not yet identified corrective actions.
<input type="checkbox"/>	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's/Key Personnel's corrective actions appear or were ineffective.

ADDITIONAL COMMENTS:

[Click here to enter text.](#)

Attachment 3 Sample Price Breakdown Worksheet

Prime Contractor Direct Labor Costs					
Labor category:	Estimated Hrs	Proposed rate	Per Transaction Cost	Estimated extended total cost based on an average of 20 transactions per month	Total Cost
Total Direct Labor					

Subcontract Labor Costs					
Labor category:	Estimated Hrs	Proposed rate	Per Transaction Cost	Estimated extended total cost based on an average of 20 transactions per month	Total Cost
Total Subcontract Labor					

Other Direct Costs					
	Contract Rate	Proposed rate	Per Transaction Cost	Estimated extended total cost based on an average of 20 transactions per month	Total Cost
Total Other Direct Costs					

Contractor is to provide a cost breakdown for Transition In/Out Fixed Price Services

Total Price					
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Escalation Rate Per Year:

Order Period1

Year 2

Year3

Year4

Year5